

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1</b>   <b>24</b>	
2. AMENDMENT/MODIFICATION NO. <b>0002</b>		3. EFFECTIVE DATE <b>29-Apr-2017</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY W912MM - USPFO FOR SOUTH DAKOTA BUILDING 420 2823 WEST MAIN ST RAPID CITY SD 57702-8170		CODE <b>W912MM</b>		7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				<input checked="" type="checkbox"/> X		9A. AMENDMENT OF SOLICITATION NO. <b>W912MM-17-T-0021</b>	
				<input checked="" type="checkbox"/> X		9B. DATED (SEE ITEM 11) <b>13-Apr-2017</b>	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.  Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b>							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b>  This is amendment 0002 to W912MM-17-T-0021 to answer additional questions asked. See attached questions and answers on following pages. The time period for questions has ended. Return a signed copy of Amendments 0001 and 0002 with your response/offer.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		29-Apr-2017	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

QUESTIONS AND ANSWERS #2

**Questions and Answers #2**

Q14. Will the Government provide the WD for this requirement?

A14. See Wage Determination No: 2015-5367 Revision 3.

Q15. What are the minimum education requirements for the care coordinators? Do they have to have a license or certs?

A15. Technical skills for Care coordinators include PC proficiency, specifically Microsoft Word and Excel. Knowledge/skills derived from the biological, physical, and behavioral science, to the care, treatment, counsel, and health is desired. No Licensing is required.

Q16. Is there an incumbent for this work? If so, who is the incumbent and what was the award amount?

A16. Cherokee Nation. See answers A3 and A6.

Q17. CLIN 0020 indicates "Three (3) Non-clinical Care Coordinators, SCA Employee." If the U.S. Dept of Labor Wage Determinations applies to this CLIN would it also apply to CLIN 0010? What are the Occupation Codes and Titles to be used for each CLIN/SCA position?

A17. See answers A7 and A13 of Amendment 0001.

Q18. Since the Wage Determination applies to this contract can you provide the length of time each employee has been on this contract to ensure the appropriate number of vacation weeks are allocated for SCA employees?

A18. These Services have been completed by at least 2 different contractors. The Government doesn't track longevity of contractor employee's. Also see A6 of Amendment 0001.

Q19. This sections seems to indicate what the submission requirements are, will additional instructions be provided, i.e. page limits, number and types of proposal volumes, font size, etc.? Will this be a hard-copy submission or electronic submission?

A19. Electronic or hard copy submissions will be accepted. Also see A12 of Amendment 0001.

Q20. The table at the top of the page indicates a "Requirement" for a Quality Control Plan (QCP) to be submitted with proposal. Will this requirement remain or can the QCP be submitted within 30 days after contract award? If required with proposal are there any additional instructions?

A20. See A12 of Amendment 0001.

Q21. This paragraph indicates "The case management position may be filled at a minimum by either a Registered Nurse (RN), Licensed Vocational/Practical Nurse (LVN/LPN) or a Social Worker." CLIN 0010 states "Request Incumbent." Can you provide which of the three labor categories the current incumbent is?

A21. See answers A6, A7 and A13 of Amendment 0001.

Q22. This paragraph indicates "the primary work site is Camp Rapid, Rapid City, SD." Are all four (4) positions located at Camp Rapid?

A22. Services are currently being performed in two locations, Rapid City (3 personnel) and in Sioux Falls (1 care coordinator). The Government reserves the right to change the location(s) where services are to be performed.

#### SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:

##### PERFORMANCE WORK STATEMENT

### **PERFORMANCE WORK STATEMENT (PWS) FOR Nonclinical Case Management Services**

#### 1. General:

##### 1.1 Scope:

The purpose of this requirement is to provide Medical and Dental Non-clinical Case Management and administrative Care Coordinator staffing in support of Individual Medical Readiness (IMR). This requirement is designed to be flexible, responsive, and meets the ever-evolving needs of the government. *DoDI 6025.19* establishes aggressive quarterly and annual metric goals for the separate IMR elements and for the overall IMR category of Fully Medically Ready (FMR) soldiers. The ultimate goals are to produce real-time reports based on complete, accurate data. The minimum goal for overall medical readiness is more than 75% of Service members FMR, with the ideal goal being 100%. The SD Army National Guard (ARNG) Surgeon's Office requires a highly responsive process whereby the government can quickly obtain needed support and services. This PWS reflects existing National Guard Bureau policies and regulations.

1.1.1 SD ARNG Surgeon's Office requires both case manager and administrative care coordinator support services. The case management position may be filled at a minimum by either a Registered Nurse (RN), ~~Licensed Vocational/Practical Nurse (LVN/LPN)~~ or Social Worker.

1.1.2. The Contractor shall furnish all labor and services required to provide a wide range of Medical and Dental Non-clinical Case Management and related Medical Administrative support services.

1.1.3 Period of Performance (POP): The period of performance shall be 12 JUN 2017 to 11 JUN 2018 with 1 option year 12 JUN 2018 to 11 JUN 2019.

1.2 Background: The Department of Defense (DoD) TRICARE Management Activity (TMA) values all staff involved in the delivery of high-quality care to service members. In 2009, a Medical Management Guide was issued by the Office of the Assistant Secretary of Defense for Health Affairs (ASD [HA]) and TMA, Office of the Chief Medical Officer (OCMO), Population Health and Medical Management Division (PHMMD). The Guide covers the components of a Medical Management (MM) program, including applicable principles, implementation concepts, processes, and tools/databases for Utilization Management (UM), Case Management (CM), and Disease Management (DM). It complements the 2001 DoD *Population Health Improvement Plan and Guide* published by TMA and the Government Printing Office

[http://www.tricare.mil/ocmo/download/mhs\\_phi\\_guide.pdf](http://www.tricare.mil/ocmo/download/mhs_phi_guide.pdf).

Under legislative mandates, the ASD (HA) submitted an annual report to Congress regarding healthcare delivery for Military Health System (MHS) beneficiaries. The 2009 report documented the MHS goal to providing high-quality care, improving performance through clinical and process outcomes, and increasing patients' confidence in the care they receive. The Guide describes crucial components of Medical Management within the MHS, including the link between MM and population health and the dynamics between Utilization Management, Case Management, and Disease Management in helping reduce unnecessary or inappropriate services and/or duplication of services. In the military setting, Case Management targets Active Duty Service Members and beneficiaries with complex, multi-system healthcare needs who require care coordination or case management services. Originally, Case Management almost exclusively targeted in-patients with catastrophic illnesses or injuries. However, a number of developments have served to change that strategy; notably:

- The emergence of the National Committee for Quality Assurance (NCQA): <http://www.ncqa.orgorg/>.

- The development of accreditation standards by the Utilization Review Accreditation Commission (URAC): <http://www.urac.org>.

While Case Management continues to focus on catastrophic illness or injury, Case Management practices are also intensely directed at addressing chronic conditions that are more prevalent in the general patient population. Case managers can affect patient outcomes through proactive interventions across multiple healthcare settings. Additionally, case managers are expected to engage community resources and facilitate ongoing and consistent patient education.

The MHS has three primary goals for Case Management:

- Improve the care, management, and transition of recovering Service members.
- Broaden the application of CM to include those with complex and at-risk needs

*before* the Soldier requires complex care.

- Evaluate the impact of case management on the quality of military health care. The Army National Guard, recognizing the importance of Medical Readiness after several years of combat deployments, implemented the Case Manager Support Contract in August 2005 as a time and materials contract, not Firm Fixed Price (FFP) and Performance Statement of Work-based. The current contract was originally awarded August 2009 to Skyline Ultd (with 49% subcontract to Sterling Medical). At the end of FY09, case managers in 31 states were using the medical non-deployable module to manage their case loads. During the period of August 2008 to August 2009, 15,292 cases were put into the module; of these, 6734 were closed by return to duty, fit for duty, or forwarded for an MEB/PEB evaluation. Additionally, readiness increased from 35% fully-ready in FY08 to 44% in FY09. This success resulted from increased targeted funding and a concerted effort by the National Guard Bureau.

On 29 March 2012, the ARNG achieved the Department of Defense (DoD) goal of 75% Fully Medically Ready (FMR) Soldiers per DoD Instruction (DoDI) 6025.19, Individual Medical Readiness (IMR). This monumental accomplishment marked the highest medical readiness percentage the ARNG has achieved in documented history. Over the past year, ARNG readiness has continued to increase to over 80%. Continued utilization of medical case managers is essential to maintaining established medical readiness goals for the ARNG.

1.3 Quality Control (QC): The Contractor shall provide a preliminary Quality Control Plan (QCP) with their proposal. The QCP shall include a detailed discussion of the steps proposed to ensure quality, adherence to schedule, proactive communication and adherence to budget. The QCP shall include a description of corrective action steps to take should the Contractor performance be substandard. An organizational depiction of the project team and chain(s)-of-command shall also be included in the QCP. The QCP shall be submitted as part of the proposal.

1.3.1 Quality Assurance (QA): The Government shall develop and utilize a quality assurance plan. This plan shall be primarily focused on what the Government must do to ensure the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and acceptable quality level(s) (defect rate(s)).

1.3.2 Recognized Holidays: The following are recognized US holidays. The contractor is available 365 calendar days a year and is available to perform services on these days:

New Year's Day: January 1st  
Martin Luther King, Jr.'s Birthday  
President's Day  
Memorial Day  
Independence Day: July 4th  
Labor Day

Columbus Day  
Veteran's Day: November 11th  
Thanksgiving Day  
Christmas Day

### 1.3.3 Place and Performance of Services:

Primary work site for performance is Camp Rapid, Rapid City, SD. The Contract employees may be required to travel to execute any missions to support and augment the ARNG consistent with all services described within the PWS as shown below. Specifically, in the event of a mobilization event, the Contractor shall ensure adequate non-clinical case management support is available for travel to locations to best support these activities (i.e. work at armories) as directed by the Contracting Officer. If changes to the original work in this PWS arise during the performance of the contract will notify the COR. If determined to be within the scope of the contract the Contracting Officer will provide 30 calendar day notice to the contractor with full description of the need and request a proposal. The contracting officer will negotiate a modification to the contract to provide this in-scope work effort. Travel to and from the primary worksite will not be reimbursed.

1.3.4.1 Unscheduled gate closures by the Security Police may occur at any time causing all personnel entering or exiting a closed installation to experience a delay. This cannot be predicted or prevented. Contractors are not compensated for unexpected closures or delays. Vehicles operated by contractor personnel are subject to search pursuant to applicable regulations. Any moving violation of any applicable motor vehicle regulation may result in the termination of the contractor employee's installation driving privileges.

1.3.4.2 The contractor's employees shall become familiar with and obey the regulations of the installation; including fire, traffic, safety, and security regulations while on the installation. Contractor employees should only enter restricted areas when required to do so and only upon prior approval. All contractor employees shall carry proper identification with them at all times. The contractor shall ensure compliance with all regulations and orders of the installation which may affect performance.

1.3.5 Physical Security. The contractor shall safeguard all Government property provided for contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured.

1.3.6 Special Qualifications: The non-clinical case nurse manager requires the expertise as dictated by the "practice of nursing" - the systematic application of substantial specialized knowledge and skills derived from the biological, physical, and behavioral sciences, to the care, treatment, counsel, and health teaching of individuals who are experiencing changes in the normal health processes or who require assistance in the maintenance of health and the prevention or management of illness, injury, or disability.

1.3.7 The non-clinical direct service social work case managers require the expertise as

dictated by the individual State Licensing boards, which set the scope of practice for social workers. Case management knowledge domains consist of assessment, planning, implementation, coordination, monitoring, and evaluations of the options and services required to meet the ARNG Soldier's health and human services needs.

1.3.8 The non-clinical case management personnel will be experienced in all aspects and qualified in their respective functional areas. Contactor personnel shall not perform inherently governmental functions (i.e., representation of government, decision authority, etc.)

1.3.9 Responsible for tracking medical status of **ALL** assigned Soldiers.

1.3.10 Responsible for medical charting in eCase.

1.3.11 Request profile exams/evaluations and audiology exams at physical exam center.

1.3.12 Coordinate Soldier treatment plans with appropriate medical facilities.

1.3.13 Maintain automated referrals indicated in MEDCHART.

1.3.14 Submit case processing, medical documentation, and profile concerns to military/contacted provider.

1.3.15 Attend PHA events as determined by the needs of the state and the individual units.

1.3.16 Ensure those Soldiers referred by a provider are followed by the case management team.

1.3.17 Manage Soldier's care from the identification of the condition to when the Soldier is either:

- Considered medically ready.
- Administratively separated from the military.

1.3.18 Follow the regulations and policies applicable to Individual Medical Readiness (IMR) and deployment, to include the AR 40-501 and other applicable guidance.

1.3.19 Ensure all medical documentation received from the Soldier and/or their medical team is received and placed in appropriated electronic record, as well as the Soldier's hard copy record.

1.3.20 Maintain Soldier medical records in accordance with Army Regulation (AR) 40-66.

1.3.21 Provide Records Custodian or delegate with all relevant medical/dental documentation.

1.3.22 Obtain release of information from Soldier.

1.3.23 Educate Soldiers on resources available to improve medical and dental readiness.

1.3.24 Maintain Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards and guidelines.

1.3.25 Review and track health assessment (PHA, SRP) lab results contact SM and educate on lifestyle modifications.

1.3.26 Upload medical documents of case managed Soldiers into Health Readiness Record (HRR).

1.3.27 Stamp all medical documents for verification after uploading.

1.3.28 Index uploaded medical documents.

1.3.29 MODS entry of immunizations, designation of pregnancy, eye exams, medical warning tags.

1.3.30 Provide all medical documents received for case management to Records Custodian to be filed using a document evidencing transfer of custody from the contractor to the government. Copy of each supporting transfer document shall be provided to the COR at the end of each month no later than seven calendar days at the end of the month.

1.3.31 Contractor will ensure all administrative charting in eCase is completed.

1.3.32 Track medical appointments by communication with unit to ensure Soldier attendance and submission of follow up documentation.

1.3.33 Log in eCase any contact with SM (email, voice call, or personal interview).

1.3.34 Communicate with delegated government personnel to track compliance versus noncompliance.

1.3.35 Run MEDPROS report Post PHA/SRP event.

1.3.36 Monitor MEDPROS to ensure all scheduled services are completed/updated and current medical status is reflected.

1.3.37 Report Medical Readiness to the Commander or his/her designated representative.

1.3.38 Ensure Soldiers with T3, T4, P3 or P4 profiles are case managed in the eCase module.



1.4 Post Award Conference/Periodic Progress Meetings: The contractor agrees to attend any post award conference convened by the KO. The KO, Contracting Officer's Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor performance.

1.5 The contractor shall provide a primary point of contact and alternate who shall ensure performance under this contract. The name of this person, and an alternate who shall act for the contractor when the individual is absent, shall be designated in writing to the COR/KO. The individual or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The individual shall work with the COR, (or the KO if a COR is not assigned), to resolve issues, receive technical instructions, and ensure adequate performance of services. The individual(s) shall ensure contractor employees do not perform any services performed outside the scope of the contract are not permitted.

1.6 Identification of Contractor Employees: Contractor employees will require badges to be worn at all times in the performance of this contract. All contractor personnel attending meetings, answering Government telephones are required to identify themselves as contract employees to avoid creating an impression they are Government employees. The contractor shall ensure all documents or reports produced by contractor personnel are suitably marked as contractor products or contractor participation is appropriately disclosed. The contractor's status as a "contractor" shall be predominantly displayed in all correspondence types (to include signature blocks on e-mail) and dealings with Government or non-Government entities/ Contractor personnel shall wear identification badges distinguishing themselves as such. The badges shall have the company name, employee name and the word "contractor" displayed. The contractor shall retrieve all identification media (including vehicle passes) from their employees who depart employment for any reason. All identification media (i.e., badges and vehicles passes) shall be returned to the COR/KO within 14 calendar days of an employee's departure.

1.7 Combating Trafficking in Persons: The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not engage in severe forms of trafficking in persons during the period of performance of the contract; procure commercial sex acts during the period of performance of the contract; or use forced labor in the performance of the contract. The Contractor shall notify its employees of the United States Government's zero tolerance policy, the actions will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment. The Contractor shall take appropriate action, up to and including termination, against employees or subcontractors violate the US Government policy as described at FAR 22.17.

1.8 Contractor Travel: Travel shall be in accordance with the Joint Travel Regulation. Travel may be required for all Contractor personnel performing on this requirement. Contractor shall be required to comply with travel policies as outlined in the DoD Financial Management Regulation and the Joint Travel Regulation (JTR).

1.9 Organizational Conflicts of Interest (OCI): The contractor and subcontractor personnel performing services under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent OCIs, as defined in FAR Subpart 9.5. The contractor shall notify the KO immediately whenever it becomes aware such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the KO to avoid or mitigate any such OCI. The contractor's mitigation plan will be determined to be acceptable solely at the discretion of the KO and in the event the KO unilaterally determines any such OCI cannot be satisfactorily avoided or mitigated, the KO may affect other remedies as he or she deems necessary, including prohibiting the contractor from participation in subsequent contracted requirements which may be affected by the OCI.

## 2. Definitions and Acronyms:

2.1.1 CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.1.2 CONTRACTING OFFICER (KO). A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government designated by the KO to monitor contractor performance. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as the direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4 DEFECTIVE SERVICE. A service output which does not meet the standard of performance associated with the Performance Work Statement.

2.1.5 DELIVERABLE. A deliverable is anything that can be physically delivered and includes non-manufactured things such as meeting minutes or reports.

2.1.6 KEY PERSONNEL. Contractor personnel who may be required to be used in the performance of a contract as Key Personnel listed in the PWS.

2.1.7 PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

2.1.8 QUALITY ASSURANCE. The government procedures to verify services being

performed by the Contractor are performed according to acceptable standards.

**2.1.9 QUALITY ASSURANCE. SURVEILLANCE PLAN (QASP).** An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

**2.1.10 QUALITY CONTROL.** All necessary measures taken by the Contractor to assure the quality of an end product or service meets contract requirements.

**2.1.11 SUBCONTRACTOR.** One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

**2.1.12 WORK HOURS.** The number of hours per day the Contractor provides services in accordance with the contract.

**2.1.13 WORK WEEK.** Tuesday through Friday 0630-1700.

## 2.2 ACRONYMS:

AFARS Army Federal Acquisition Regulation Supplement

AR Army Regulation

AT/OPSEC Antiterrorism/Operational Security

CFR Code of Federal Regulations

CONUS Continental United States (excludes Alaska and Hawaii)

COR Contracting Officer Representative

COTS Commercial-Off-the-Shelf

DA Department of the Army

DD250 Department of Defense Form 250 (Receiving Report)

DD254 Department of Defense Contract Security Requirement List

DFARS Defense Federal Acquisition Regulation Supplement

DOD Department of Defense

FAR Federal Acquisition Regulation

GFP/M/E/S Government Furnished Property/Material/Equipment/Services

IA Information Assurance

IS Information System(s)

KO Contracting Officer

OCI Organizational Conflict of Interest

ODC Other Direct Costs

PII Personally Identifiable Information

PIPO Phase In/Phase Out

POC Point of Contact

PRS Performance Requirements Summary

PWS Performance Work Statement

QA Quality Assurance

QAP Quality Assurance Program

QASP Quality Assurance Surveillance Plan

QC Quality Control

QCP Quality Control Program

## TE Technical Exhibit

### 3.0 Government Furnished Property, Materials, and Equipment (GFP/M/E):

3.1 Property: Required property will be provided by SD.

3.2 Materials: Required materials will be provided by SD.

3.3 Equipment: The government will provide required computers, scanners, telephones, and materials necessary to comply with contract requirements at the job site.

### 3.4 Services:

3.5 Utilities: Required utilities will be provided by SD.

### 4.0 Contractor Furnished Property, Materials, and Equipment (CFP/M/E):

4.1 General: Except for those items specifically stated to be Government-Furnished in Paragraph 3.0, the contractor shall furnish everything required to perform these services as required by the contract.

4.2 Secret Facility Clearance: Not applicable.

5.0 Requirements: The intent of this requirement is to provide case management services for the Army National Guard in support of surge and contingency requirements as well as its steady-state mission. Any changes to the initial staffing will be completed through a bilateral supplemental agreement.

5.1 Contractor shall provide at a minimum a ~~License Vocational/Practitioner Nurse (LVN/LPN) (or equivalent as determined by state law requirements)~~, Registered Nurse (RN) or Direct Service Social Worker as Non-clinical Case Managers to provide IMR support to the Army National Guard. Personnel assigned to this requirement shall possess the required technical skills and expertise to perform the functions with minimum guidance. Technical skills for both Nonclinical Case managers and care coordinators include PC proficiency, specifically Microsoft Word and Excel.

5.1.1 The Government will provide training via VTC for eCase to the contractor. Contact Clinical Operations Branch, Chief Surgeon's Office 30 days prior to anticipated award to schedule training. Recommend States utilize HSS assets for training on MODS.

### 5.2 Contractor Manpower Reporting Application (CMRA):

5.2.1 The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the National Guard Bureau via a secure data collection site.

5.2.2 The contractor shall completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>. Reporting inputs shall be for the labor executed during the period of performance during each Government fiscal year (FY), which runs

October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at <http://www.ecmra.mil>

## **~~NON-PERSONAL SERVICES AND MEDICAL MALPRACTICE LIABILITY~~**

### **~~Non-Personal Services Language~~**

#### **~~RELATIONSHIP OF THE PARTIES AND PROFESSIONAL LIABILITY RESPONSIBILITY.~~**

~~This is a non-personal services contract (as defined by FAR Subpart 37.101) under which the professional services rendered by a contract service provider are rendered in their capacity as an independent contractor or employee of any independent company that may be a party to this contract. The Government may evaluate the quality of professional and administrative services provided, but retains no control over the professional aspects of the services rendered, including, but not limited to the contract service provider's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agree to indemnify the Government with respect to any liability producing acts or omissions by its employees or agents. The contract does not create an employer-employee relationship between the Government and any corporation, partnership, business association or other party or legal entity with which the HCP may be associated. The authority for this contract is 10 United States Code 1089 and 10 United States Code 1091. The contemplated contract is for non-personal services, and the Government will not be liable for malpractice allegations against a contract service provider performing under this contract. The contractor shall be required to carry malpractice insurance at a level acceptable to the contracting officer (minimum of \$1,000,000.00 per incident; \$3,000,000.00 in the aggregate). Proof of such insurance shall be provided prior to award and commencement of services, and at least annually thereafter. In accordance with Federal Acquisition Regulation (FAR) clause 52.237-7, the contractor will indemnify the Government for any liability producing act or omission by the contractor/contract service providers and the contractor's agents occurring during contract performance. If a subcontractor is used in the performance of this contract, the contractor is required to include the requirements of FAR 52.237-7 (to include the maintenance of medical liability insurance) in all subcontracts.~~

#### QASP

### **Quality Assurance Surveillance Plan (QASP)**

1.0 Background: The Department of Defense (DoD) TRICARE Management Activity (TMA) values all staff involved in the delivery of high-quality care to service members. In 2009, a Medical Management Guide was issued by the Office of the Assistant Secretary of Defense for Health Affairs (ASD [HA]) and TMA, Office of the Chief Medical Officer (OCMO), Population Health and Medical Management Division (PHMMD). The Guide covers the components of a Medical Management (MM) program, including applicable principles, implementation concepts, processes, and tools/databases for Utilization Management (UM), Case Management (CM), and

Disease Management (DM). It complements the 2001 DoD *Population Health Improvement Plan and Guide* published by TMA and the Government Printing Office  
[http://www.tricare.mil/ocmo/download/mhs\\_phi\\_guide.pdf](http://www.tricare.mil/ocmo/download/mhs_phi_guide.pdf).

1.1 Under legislative mandates, the ASD (HA) submitted an annual report to Congress regarding healthcare delivery for Military Health System (MHS) beneficiaries. The 2009 report documented the MHS goal to providing highquality care, improving performance through clinical and process outcomes, and increasing patients' confidence in the care they receive. The Guide describes crucial components of Medical Management within the MHS, including the link between MM and population health and the dynamics between Utilization Management, Case Management and Disease Management in helping reduce unnecessary or inappropriate services and/or duplication of services. In the military setting, Case Management targets Active Duty Service Members and beneficiaries with complex, multi-system healthcare needs who require care coordination or case management services.

1.1.1. Originally, Case Management almost exclusively targeted in-patients with catastrophic illnesses or injuries. However, a number of developments have served to change that strategy; notably: - The emergence of the National Committee for Quality Assurance (NCQA): <http://www.ncqa.orgorg/> and the development of accreditation standards by the Utilization Review Accreditation Commission (URAC): <http://www.urac.org>. While Case Management continues to focus on catastrophic illness or injury, Case Management practices are also intensely directed at addressing chronic conditions that are more prevalent in the general patient population. Case managers can affect patient outcomes through proactive interventions across multiple healthcare settings. Additionally, case managers are expected to engage community resources and facilitate ongoing and consistent patient education.

1.1.2 The MHS has three primary goals for Case Management:

- Improve the care, management, and transition of recovering Service members.
- Broaden the application of CM to include those with complex and at-risk needs *before* the Soldier requires complex care.
- Evaluate the impact of case management on the quality of military health care.

The Army National Guard, recognizing the importance of Medical Readiness after several years of combat deployments, implemented the Case Manager Support Contract in August 2005. The current contract was originally awarded August 2009 to Skyline Ultd (with 49% subcontract to Sterling Medical). At the end of FY09, case managers in 31 states were using the medical non-deployable module to manage their case loads. During the period of August 2008 to August 2009, 15,292 cases were put into the module; of these, 6734 were closed by return to duty, fit for duty, or forwarded for an MEB/PEB evaluation. Additionally, readiness increased from 35%

fully-ready in FY08 to 44% in FY09. This success resulted from increased targeted funding and a concerted effort by the National Guard Bureau. On 29 March 2012, the ARNG achieved the Department of Defense (DoD) goal of 75% Fully Medically Ready (FMR) Soldiers per DoD Instruction (DoDI) 6025.19, Individual Medical Readiness (IMR). This monumental accomplishment marked the highest medical readiness percentage that the ARNG has achieved in documented history. Over the past year, ARNG readiness has continued to increase to over 80%. Continued utilization of medical case managers is essential to maintaining established medical readiness goals for the ARNG.

- Vision: Provide a healthy, resilient, ready and deployable force for federal, state and community missions
- Mission: To Provide a Responsive Medical Force and a Healthy Medically Ready Army National Guard
- Support deployment of a healthy force – Soldiers
- Support deployment of the medical force – Units
- Facilitate Warriors in Transition and Family Care – Beneficiaries

2.0 Purpose: This Quality Assurance Surveillance Plan is a government developed document used to determine if the contractor's performance meets the performance standards contained in the contract. The QASP establishes procedures on how this assessment/inspection process will be conducted. It provides the detailed process for a continuous oversight process:

- What will be monitored
- How monitoring will take place
- Who will conduct the monitoring
- How monitoring efforts and results will be documented

2.1 The contractor is responsible for implementing and delivering performance that meets contract standards using its Quality Control Plan. The QASP provides the structure for the government's surveillance of the contractor's performance to assure that it meets contract standards. It is the government's responsibility to be objective, fair and consistent in evaluating contractor performance.

2.2 The QASP is not part of the contract nor is it intended to duplicate the contractor's quality control plan. This QASP is a living document. Flexibility in the QASP is required to allow for an increase or decrease in the level of surveillance necessary based on contractor performance.

2.3 The government may provide a copy of the QASP to the contractor to facilitate open communication. In addition, the QASP should recognize that unforeseen or uncontrollable circumstances might occur that are outside the control of the contractor.

2.4 Bottom line, the QASP should ensure early identification and resolution of performance issues to minimize impact on mission performance.

#### 2.4.1 Authority

Authority for issuance of this QASP is provided under Part 46 of the Federal Acquisition Regulation, Inspection of Services clauses, which provide for inspection, acceptance and documentation of the service called for in the contract or order. This acceptance is to be executed by the contracting officer or a duly authorized representative.

#### 2.4.2 Roles and Responsibilities

The following personnel shall oversee and coordinate surveillance activities.

2.4.2.1 Government Program Manager (PM) – The PM (if the individual’s supervisor) nominates (or request the individual’s supervisory nominate the COR using VCE-COR or as directed by the Contracting Officer based upon the dollar value of the action. The PM/Supervisor ensures the COR is meets all COR training requirement outlined by the Contracting Office for the action before taking action regarding the nomination of the COR. The contract shall not be awarded until a qualified COR is appointed in writing by the Contracting Officer. The PM/Supervisor is not authorized to perform any COR duties but provides support to help the COR properly provide the necessary federal government oversight needed. The PM/Supervisor is required to include the performance of the COR in the COR/s annual performance rating. While the PM may serve as a direct conduit to provide Government guidance and feedback to thru the COR to the Contractor on technical matters, they are not empowered to make any

contractual commitments or any contract changes on the government’s behalf. It is highly recommended the PM/Supervisor also nominate an alternate COR.

Assigned PM:

Organization or Agency: G1, Deputy Chief of Staff, Personnel

Telephone:

Email:

2.4.2.2 Contracting Officer (KO) – The KO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The KO shall also ensure the contractor receives impartial, fair, and equitable treatment under this contract. Determine the final assessment of the contractor’s performance.

Assigned KO:

Organization or Agency: SDANG-USPFO-PC



Telephone:

2.4.2.3 Contracting Officer's Representative (COR) The COR is responsible for providing continuous technical oversight of the contractor's performance. The COR uses the QASP to conduct the oversight/surveillance process. The COR shall keep a Quality Assurance file that accurately documents the contractor's actual performance. If required to use VCE-COR by the Contracting Officer, the COR will always make sure these records are accurately and timely uploaded to the VCE-COR system. The purpose is to ensure the contractor meets the performance standards contained in the contract. The COR is responsible for reporting early identification of performance problems to the KO. The COR is required to provide an annual performance assessment (or more frequently as directed by the Contracting Officer) to the KO which will be used in documenting past performance. The QASP is the primary tool for documenting contractor performance. The COR is not empowered to make any contractual commitments or to authorize any contractual change on the Government's behalf. The COR shall meet with the KO periodically as directed (usually monthly or quarterly at a minimum) to discuss the CORs performance. These meeting are in addition to the progress and similar type meeting involving at a minimum the contractor, COR and KO. The COR and alternate as applicable should communicate frequently to ensure both are aware of the current on-going oversight status and contract performance status.

Assigned COR: \_\_\_\_\_

Organization or Agency: SDANG, Deputy State Surgeon

Telephone:

Email:

2.5 Contractor Representatives (STATE: Titles provided may vary – adjust after award);

The following employees of the contractor serve as the contractor's Program Manager and Task Manager for this contract. (Complete this section after the contract award)

2.5.1 Program Manager - <upon award, enter name>

Telephone: <enter number>

Email: <enter address>

2.5.2 Task Manager - <upon award, enter name>

Telephone: <enter number>

Email: <enter address>

2.5.3 Other Key Contract Personnel - <upon award, enter name or delete these lines if not applicable>

Title: <enter title>

Telephone: <enter number>

Email: <enter address>

### 3.0 Government Contract Surveillance

The goal of the QASP is to ensure contractor performance is effectively monitored and documented. The COR is responsible for maintaining quality assurance surveillance for the federal government. The COR will ensure monthly quality assurance inspections are accomplished accurately and timely (frequency may change as determinate by each State KO and customer). All records shall be uploaded to VCE-COR as applicable. (STATES if VCE-COR is not applicable revise)

### 4.0. Surveillance Matrix

The Surveillance Matrix (end of this section) is the list of performance objectives and standards that must be performed by the government. This matrix details the method of surveillance the COR will use to validate and inspect these performance elements. Inspection of each element will be documented in the COR file.

#### 4.1 Performance Rating Definitions

In evaluating the quality of contractor's performance, the following performance ratings may be used. Performance objectives define the desired outcomes. Performance Standards define the level of service required under the contract to successfully meet the performance objective. The inspection methodology defines how, when, and what will be assessed in measuring performance. The Government performs surveillance, using this QASP, to determine the quality of the contractor's performance as it relates to the performance element standards.

#### 4.3 Customer Complaint Form (See attachment 3)

Provides a format for customers who are support by the contractor to report on the contractors performance (For Agency use – Remember customers do not know what the contract requirements are). CORs should use this as method to become aware of issues but these forms are not to be used to evaluate the contractor unless complaint is valid and applicable to the contract (consult with Contracting Office if there are any questions).

4.4 Performance Assessment Report (States are recommended to develop their own local form for use by the COR to report the period (monthly or as directed by the KO) assessments of the contract performance.

**Attachment 2: Corrective Action Report (CAR)**

<b>CORRECTIVE ACTION REPORT (CAR)</b> <i>(If more space is needed, use reverse and identify by number)</i>			
1. CONTRACTOR		2. CONTRACT NUMBER	
3. TYPE OF SERVICES			
4. FUNCTIONAL AREA		5. SUSPENSE DATE	6. CONTROL NUMBER
7. DEFICIENCY <input type="checkbox"/> MAJOR <input type="checkbox"/> MINOR  FINDING:   FINDING IMPACT:     <i>Please respond with a written corrective action plan that details the corrective action of the cited deficiency, the cause of the deficiency, and actions taken to prevent recurrence by Suspense Date in Block 5. If date was not entered in Block 5, the contractor is not required to provide a response.</i>			
8. QUALITY ASSURANCE PERSONNEL (COR)			
TYPED NAME AND GRADE		SIGNATURE AND DATE	
9. ISSUING AUTHORITY			
TYPED NAME AND GRADE		SIGNATURE AND DATE	
10. COR RESPONSE TO CONTRACTOR CORRECTIVE ACTION AND ACTION TAKEN TO PREVENT RECURRENCE			
11. COR DETERMINATION <input type="checkbox"/> ACCEPTED <input type="checkbox"/> REJECTED		12. CLOSE DATE	

**Attachment 3: Customer Complaint Record**

CUSTOMER COMPLAINT RECORD			DATE/TIME OF COMPLAINT
SOURCE OF COMPLAINT			
ORGANIZATION	BUILDING NUMBER	INDIVIDUAL	PHONE NUMBER
NATURE OF COMPLAINT			
CONTRACT REFERENCE			
VALIDATION			
DATE/TIME CONTRACTOR INFORMED OF COMPLAINT			
ACTION TAKEN BY CONTRACTOR			

### Quality Assurance Plan for SD POC/COR:

In your role in this Contract as Point of Contact (POC) and COR, you assume some Quality Assurance duties. You will monitor contractor performance, complete and sign the Quality Assurance Worksheet provided below at least monthly, but you can submit the worksheet more frequently if needed. This worksheet allows you to document compliance with the Contract and fill a regulatory requirement to ensure adequate oversight is being performed. Annotate the period worked, travel and reimbursable costs. **Excess of the normal work schedule require prior approval by the Contracting Officer.** Please annotate only period of performance worked and approved; do not include holiday, vacation or sick time. Only the actual period the contract employee performed service should be billed.

Quality Assurance Plan Worksheets are to be sent directly to the **Schedule Holder and Administering Contracting Office, not later than the 5th day** of the month following the service (every month). At a minimum, the POC/COR must send a completed copy of the worksheet to the designated COR after the first month of service and for any months where there is a rating other than Green. The COR/POC will assume a quality performance rating of “Green” on all measured deliverables unless otherwise notified. The quality rating may change from “Green” to “Red” without notice, however we encourage the COR/POC to utilize the “Yellow” quality rating to alert the contracting office of quality issues that have the potential for a “Red” quality rating if corrective action is not taken. Any time the rating is less than Green the COR/POC shall clearly document the worksheet to indicate what did or did not occur per the PWS requirement. When an observation indicates other than a “Green” rating, the COR/POC will require the Contractor to initial the observation. Initialing the observation does not constitute concurrence with the observation; it only acknowledges that they have been made aware of the defective performance. If the Contractor’s response to an identified quality deficiency is unsatisfactory, the Contracting Officer or COR will contact the Schedule Holder to implement a plan of action to remedy the identified deficiency. **POC CHANGES:** If you desire to delegate these COR/POC oversight duties to another Government employee, you must notify the Contracting Officer or Administrative Contract Office immediately, in writing, with their name, position, email and telephone number. Email notification is acceptable. **Each COR/ POC conducting oversight duties must read and sign acknowledgement and provide to the Contracting Office.**

**CONTRACT EMPLOYEE CHANGES:** Ensure that all replacement contract employees, to include short-term temporary replacements, are reported to the Contracting Officer listed in the Contract.

**COR DESIGNATION:** The Contract COR must be appointed in writing by the Contracting Officer and formally trained, which requires courses:

- 1.) DAU CLC106, COR With a Mission Focus
  - 2.) DAU CLC 107, OPSEC Contract Requirements
  - 3.) DAU CLC 013, Services Acquisition
  - 4.) DAU CLM 003, Overview of Acquisition Ethics
  - 5.) Combating Trafficking in Persons
- b. Army Guard personnel go to <http://ctip.defense.gov/> and complete J3TA-US030 course. DAU CLC106, COR With a Mission Focus; and CLC 013, Performance-Based Services Acquisition (proof of training certificates are required). New certificates are required every 3 years.

Performance Rating	Criteria
Excellent / Outstanding	Performance meets contractual requirements and exceeds many to the government's benefits. The contractual performance of the element or sub-element being assessed was accomplished with no problems and contractor actions were highly effective.
Very Good	Performance meets contractual requirements and exceeds some to the government benefits. The contractual performance was accomplished with few minor problems for which corrective actions taken by the contractor were effective.
Good	Performance meets contractual requirements. The contractual performance contains some minor problems for which corrective actions taken by the contractor were satisfactory.
Marginal	Performance does not meet some contractual requirements. The contractual performance reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear marginally effective or were not fully implemented.
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

Performance Rating Definitions
In evaluating the quality of contractor's performance, the color coded performance ratings to the left should be used
<b>Performance objectives define the desired outcomes. Performance Standards define the level of service required under the contract to successfully meet the performance objective. The inspection methodology defines how, when, and what will be assessed in measuring performance. The Government performs surveillance, using this QASP, to determine the quality of the contractor's performance as it relates to the performance element standards</b>

REQUIREMENT	INDICATORS	STANDARDS-CRITERIA FOR ACCEPTANCE	MINIMUM AZL	METHOD OF SURVEILLANCE	CORRECTIVE ACTIONS	PERFORMANCE RATING
Quality Control Plan	Quality	Ensures contractor will maintain a high quality standard for completing the requirements of the contract	QCP will be submitted with proposal	Weekly or monthly dependent upon States workload	Contractor will provide continuing education and training.	
Electronic Systems Data Entry within 96 hours of event (PHA/SRP)	Completeness Timeliness	All Event critical referrals, are entered into the appropriate government electronic system	80% of initiated cases within a 30 day calendar day period following event	MEDCHART	Contractor will evaluate entry omissions and provide continuing education/training as warranted.	
Follow-up MODS input from contracted events (PHA/SRP)	Completeness Timeliness	After 14 days	Within 30 days of contracted event	MODS	Contractor will provide continuing education and training.	
Performance/surveillance reports to consist of number of open referrals/closed referrals/PDES packets forwarded into the IDES system.	Completeness Timeliness	Report turned in by the 10 <sup>th</sup> of the month prior to the IPR and written according to Army standards	Within a 3 month period no more than 1 late SITREP	MEDCHART	Contractor will contact COR to submit performance/surveillance report	
Medical Records Administration	Completeness	Received medical documentation (scanned into HRR and stamped accordingly) will be transmittal letter to SM's medical record.	No less than monthly	Weekly or monthly dependent upon States workload	Contractor will provide continuing education and training.	
Credentialing/ Training Actions	Quality	The contractor will ensure that all employees meet minimum standards set in the PWS pertaining to RN/LPN state licensure.	No less than annual	Biannual review of RN/PN files to verify current licensure	Contractor will provide education and training	
Update data input on all UIC Task Force for the State (AA)	Completeness Timeliness	Weekly	No less than monthly	MEDCHART	Contractor will provide education and training	
Ecase records shall be reassigned within 5 working days of personnel changeover	Completeness	All events leading to personnel changeover	No open and active eCase records will be left with case managers no longer employed by contractor	Monthly review of eCase records	Contractor will provide education and training	

(End of Summary of Changes)